

BIDDER CONTRACT**No.**

This Bidder contract entered into between the Bidder whose name is signed below and Rene Bates Auctioneers, Inc. Bidder and Auctioneer agree that the terms listed below shall govern this auction sale.

1. **FULL PAYMENT SHALL BE MADE ON DATE OF SALE BEFORE ANY BUYER LEAVES THE PREMISES**
2. **TERMS OF SALE.** Payment for purchases must be made by cash , cashier's check, personal or company check accompanied by Letter of Guarantee from your bank for this particular sale and show proof of identity. No Letters of Guarantee for other sales will be honored. All sales are subject to State Sales Tax laws. Bidder agrees not to stop payment on check or disallow a sight draft.
3. **NO WARRANTY.** The descriptions of items appearing in the Buyer's Guide and in advertising prior to this sale are believed to be correct. Nevertheless, neither those descriptions nor any oral statements made by Owner or Auctioneer concerning any item shall be construed as a warranty, either express or implied. **ITEMS ARE SOLD ASIS--WHERE IS.**
4. **RECEIPT.** A Buyer will be furnished a receipt at the time of sale. This receipt must be authenticated by the check-out-man before Buyer will be permitted to remove purchases from the sale premises.
5. **REMOVAL DATE.** While merchandise becomes the full responsibility of Buyer at time of purchase, and Buyer assumes all risk of loss and damage to property until removed from sale premises owner and Auctioneer agree that merchandise may remain on the sale premises for a period of time following the sale. The date by which all merchandise must be removed from the premises will be announced by Auctioneer at the sale and or stated in writing in the Advertisements.
6. **ADJUSTMENTS.** Errors in estimates of merchandise inventory will be adjusted, but no adjustment will be made after equipment has actually been removed from the premises or after the removal date announced by Auctioneer at the sale, whether or not the property has been removed. All adjustments must be authenticated by a check-out-man.
7. **RESALE.** Auctioneer reserves the right to resell any property not paid for in full on sale day. The Buyer shall be responsible to Auctioneer for any expenses of resale and collection and any damages resulting from the resale.
8. **DISPUTES BETWEEN BIDDERS.** The Auctioneer shall designate the Purchaser after each item of merchandise is auctioned. If a dispute arises between two or more bidders, the Auctioneer reserves the right to reopen bidding. His designation of the Buyer shall be final.
9. **INJURY AND DAMAGE.** Bidder acknowledges responsibility for any personal injury or property damage caused by Bidder or his agent, and further agrees to hold Auctioneer harmless for any personal injury to himself or his agents and any property damage incurred on sale premises.
10. **AGENCY.** The Auctioneer is acting as agent for the seller only and is not responsible for statements made by other parties

I have read the above Bidder Contract and hereby agree that the terms listed therein shall govern this auction sale.

The undersigned agrees to pay for every item bought by them on this sale and to be responsible for the same after purchase.

- 1) _____
Title/Company Name
- 2) _____
Name
- 3) _____
Address
- 4) _____
City State Zip
- 5) _____
Driver's License Number
- 6) _____ 7) _____
A/C Phone Number D.O.B.
- 7) _____
FAX # (if applicable) with area code
- 8) _____
Resale/Tax Exempt Number
- 9) _____
E-Mail Address (if applicable)
- 10) _____
Payment method
- 11) _____
Signature

All applicable information must be provided